

ClearView Term Life Insurance

Product Disclosure Statement

1 January 2012



About this Product Disclosure Statement

This Product Disclosure Statement (PDS) has been prepared to help you make an informed decision about ClearView Term Life Insurance. The information provided in this PDS is of a general nature only and does not take into account your individual needs or objectives. You should consider this PDS before making any decision about whether to hold or acquire the product.

Your application for insurance is subject to acceptance by ClearView Life Assurance Limited.

This PDS has been prepared with the most up-to-date information available at the time of production.

In the event of an omission of information or if there is a materially adverse change to the information, ClearView Life Assurance Limited will issue a supplementary or replacement PDS.

Where a change is not materially adverse, the updated information will be made available on our website at clearview.com.au. We will give you a paper copy of any updates (free of charge) if you request them.

Many of the terms/words used in this document have specific meanings. Except as otherwise stated, these meanings are explained in the Definitions section. You should consult this section and understand the definitions prior to making any decision in relation to this product.

In this PDS **'you'** refers to the Policy Owner and **'we/us/our/insurer'** refers to ClearView Life Assurance Limited.

ClearView Term Life Insurance is issued by ClearView Life Assurance Limited ABN 12 000 021 581 AFS Licence No. 227682.

Contents

About this Product Disclosure Statement	
What is ClearView Term Life Insurance?	2
What are the Benefits?	3
Interim Accidental Death Cover	6
How much will it cost?	7
Making a claim on your Policy	13
Additional information	14
Your duty of disclosure	17
Privacy and your personal information	18
Service Agreement summary for direct debit arrangements	20
Definitions	21

What is ClearView Term Life Insurance?

ClearView Term Life Insurance provides money for loved ones in the unfortunate event of death. With the benefit of a lump sum payment, major debts such as the mortgage could be paid off and day-to-day living costs and other expenses could be met for your family to maintain their lifestyle.

If the Life Insured dies, we pay the Death Benefit to the Policy Owner. If you are both the Life Insured and the Policy Owner, we pay it to your estate.

However, if you have nominated any beneficiaries we will pay the benefit to them.

If the Life Insured is diagnosed as Terminally Ill, payment of the Death Benefit can be brought forward to assist in these difficult circumstances. The maximum amount we will bring forward is \$1 million, with any balance payable on death. And you can add any one of three optional benefits to your Policy to give you extra protection. You can apply to insure against the extra costs you and your family would face if the Life Insured became Totally and Permanently Disabled (TPD) or suffered a traumatic medical condition.

ClearView Term Life Insurance provides worldwide cover, 24 hours a day.

However, there are some important exclusions which are explained further in this PDS.

Cover limits

The minimum level of death cover is \$100,000. The maximum level of death cover we will issue will depend on your individual circumstances. The maximum benefit we will pay on Terminal Illness is \$1 million. The level of cover for TPD, Trauma or Trauma Plus cannot exceed the death cover under the Policy, and cannot be more than \$1 million or less than \$50,000.

Who can apply for ClearView Term Life Insurance?

Anyone over the age of 16 may apply to be the owner of a ClearView Term Life Insurance Policy. The Life Insured must be a Permanent Australian Resident between the ages of 16 and 64 inclusive for death cover, and between the ages of 16 and 54 inclusive for TPD, Trauma or Trauma Plus cover at the time of application.

What are the Benefits?

Death and Terminal Illness Benefit

If the Life Insured dies or is diagnosed as Terminally Ill while the Policy is in force, you will receive a lump sum benefit. Some exclusions apply – these are also set out below.

If the Life Insured dies, you receive the Death Benefit and the Policy will cease. If the Life Insured is diagnosed as Terminally Ill, payment of the Death Benefit is brought forward and cover for any optional benefits will cease. If your Death Benefit is greater than the maximum Terminal Illness Benefit, the balance of your Death Benefit will be paid on the Life Insured's death.

The Death Benefit expires on the Policy Anniversary immediately after the Life Insured turns age 85. Terminal Illness cover expires one year earlier.

Exclusions: when the Death or Terminal Illness Benefit will not be paid

We will not pay a Death Benefit or a Terminal Illness Benefit if death or Terminal Illness results directly or indirectly from the Life Insured's own act during the first 13 months after the start of the Policy or, if the Policy is reinstated, the date the Policy was last reinstated.

If the Death Benefit has been increased, we will not pay the amount of the increase if the Life Insured dies or becomes Terminally Ill directly or indirectly as a result of their own act, within 13 months after the date the increase takes effect.

Optional benefits

You can add one of three optional benefits to your Policy:

- Total and Permanent Disablement (TPD)
- Trauma
- Trauma Plus

Note these optional benefits are not available together.

Total and Permanent Disablement (TPD) option

With the TPD option you will usually receive a lump sum payment of the amount insured under this option if the Life Insured becomes Totally and Permanently Disabled while the Policy and this option are in force.

At the time of payment your TPD cover will cease and your Death and Terminal Illness Benefit will be reduced at this time by the amount of the payment.

If the Death Benefit is the same as your TPD benefit, your Policy ends when the full TPD benefit payment is made.

TPD cover expires on the Policy Anniversary immediately after the Life Insured turns age 65 for Situations A and B, and age 60 for Situation C of the TPD definition.

What exactly is Total and Permanent Disablement?

This is a term which has a strict meaning in the Policy. In brief, two things must happen while the TPD cover is in force: the Life Insured must suffer an Injury or Sickness, and the Injury or Sickness must result in Total and Permanent Disablement.

Trauma and Trauma Plus options

With the Trauma or Trauma Plus option you will receive a lump sum payment of the sum insured under this option if the Life Insured suffers any one of the specified trauma conditions while the Policy and this option are in force.

The diagnosis must be by an appropriate specialist Medical Practitioner approved by us, who is not the Life Insured, the Policy Owner or a relative of either.

The Trauma or Trauma Plus Benefit is payable once only. At the time of payment your Trauma or Trauma Plus cover will cease and your Death and

Terminal Illness Benefit will be reduced by the amount of the payment.

If the Death Benefit is the same as your Trauma or Trauma Plus Benefit, your Policy ends when the Trauma or Trauma Plus benefit payment is made.

Trauma or Trauma Plus Benefit expires on the Policy Anniversary immediately, after the Life Insured turns age 65 (or age 60 for Situation 'C' of the TPD definition, offered through Trauma Plus).

If you have Trauma Plus, cover for the trauma condition which is 'Situation C of TPD' will expire on the Policy Anniversary immediately after the Life Insured turns age 60.

What are the specified trauma conditions?

The Trauma or Trauma Plus Benefit will be paid upon medical diagnosis of the first occurrence of any one of the conditions listed in the table below.

Trauma	Trauma Plus
Cancer	Cancer
Heart attack	Heart attack
Stroke	Stroke
Coronary artery surgery	Coronary artery by-pass surgery
Chronic kidney failure	Chronic kidney failure
Major head trauma	Major head trauma

Multiple sclerosis	Multiple sclerosis
Situations A & B of TPD definition	Situations A, B & C of TPD definition

The Trauma Plus Benefit covers the same conditions as the Trauma Benefit, plus Situation ‘C’ of the TPD definition.

Exclusions: when an optional benefit will not be paid

The TPD, Trauma or Trauma Plus Benefit will not be paid if the Life Insured’s Total and Permanent Disablement or the specified trauma condition is caused by or arises from any one of the following:

- a self-inflicted Injury;
- engaging in any unlawful activity;
- the use of drugs, other than prescribed drugs taken as directed by a doctor; or
- War or Warlike Activities.

90 day qualifying period

The Trauma or Trauma Plus Benefit will not be paid in the case of Cancer, Heart attack, Multiple sclerosis or Stroke, if the specified trauma condition occurred, or the circumstances leading to the diagnosis became apparent or in the case of Coronary artery by-pass surgery, the recommendation to have surgery occurs, within 90 days of:

- the start date of the Trauma or Trauma Plus cover; or
- if the Trauma or Trauma Plus cover is reinstated, the start date of the reinstatement.

The same exclusion applies to an increase in the cover for 90 days after the increase starts but only in respect to the increase amount of cover.

Interim Accidental Death Cover

What is the benefit?

If you have applied for ClearView Term Life Insurance, we will provide you with Interim Accidental Death Cover while we assess your application.

A benefit will be paid if the Life Insured dies as a result of an Injury and death occurs within 90 days of the Injury.

The benefit payable is the lesser of \$250,000 or the amount of Death Benefit you applied for.

When benefits will not be paid

There are some circumstances where we will not pay benefits. These include:

- before the Interim Accidental Death Cover started;
- outside Australia;
- self inflicted Injury;
- while the Life Insured was engaging in unlawful activity; or
- while the Life Insured was participating in a competitive sport, parachuting or flying (other than as a passenger on a commercial airline).

When your Interim Accidental Death Cover ends

Your Interim Accidental Death Cover will end on the earliest of the following:

- 45 days after this Interim Accidental Death Cover starts;
- when we accept your application and issue a Policy to you;
- when we advise you that your application has not been accepted;
- when we advise you that your Interim Accidental Death Cover has ended; or
- when you withdraw your application.

How much will it cost?

Cost of your cover

The cost of cover will depend on the age, gender, occupation, state of health, smoking status and lifestyle of the Life Insured. It will also depend on the level of cover you require and the benefits and options you choose.

The premium will generally increase each year in line with the age of the Life Insured. We have a minimum premium of \$20 a month or \$220 a year (inclusive of the policy fee).

Policy Fee

A policy fee forms part of each premium to cover costs associated with administering the Policy. This is \$4.50 per month for premiums paid monthly, and \$49.50 for annual payments. We will review the policy fee each year and may increase it in line with inflation.

In addition, we may also increase the policy fee by giving you at least 30 days prior notice in writing.

Death Premium Rates

The following tables list our standard premium rates per \$1,000 of cover.

Age last birthday	Male Non Smoker	Male Smoker	Female Non Smoker	Female Smoker
<20	1.155	1.980	0.880	1.320
21	1.100	1.980	0.880	1.320
22	1.045	1.870	0.825	1.210
23	0.990	1.760	0.770	1.100
24	0.935	1.650	0.715	1.045
25	0.935	1.595	0.715	1.045
26	0.935	1.540	0.715	0.990
27	0.880	1.485	0.660	0.990
28	0.880	1.485	0.605	0.990
29	0.825	1.485	0.605	0.990
30	0.825	1.485	0.605	1.045
31	0.825	1.485	0.605	1.045
32	0.825	1.485	0.605	1.045
33	0.825	1.485	0.605	1.045
34	0.825	1.540	0.660	1.100
35	0.880	1.650	0.715	1.155
36	0.880	1.760	0.715	1.210
37	0.880	1.870	0.770	1.265
38	0.935	1.980	0.770	1.320
39	0.990	2.145	0.770	1.430
40	1.045	2.310	0.825	1.540
41	1.100	2.530	0.880	1.650
42	1.210	2.805	0.935	1.815
43	1.320	3.080	1.045	1.980
44	1.430	3.410	1.155	2.145
45	1.540	3.795	1.265	2.310
46	1.705	4.235	1.375	2.530
47	1.870	4.675	1.540	2.805
48	2.090	5.170	1.705	3.080
49	2.310	5.720	1.870	3.410
50	2.585	6.325	2.035	3.795
51	2.915	6.985	2.255	4.180
52	3.300	7.700	2.475	4.620
53	3.740	8.470	2.750	5.115
54	4.235	9.350	3.080	5.665
55	4.785	10.340	3.410	6.270
56	5.390	11.440	3.795	6.930
57	6.105	12.650	4.290	7.645

Death Premium Rates (continued)

Age last birthday	Male Non Smoker	Male Smoker	Female Non Smoker	Female Smoker
58	6.930	13.970	4.840	8.470
59	7.865	15.400	5.445	9.405
60	8.910	16.995	6.160	10.450
61	10.065	18.755	6.985	11.605
62	11.330	20.680	7.920	12.870
63	12.760	22.825	9.020	14.245
64	14.355	25.190	10.285	15.730

For premium rates beyond age 64, call us on **132 979**.

Large Sum Insured Discount

Sum Insured	Discount Applied
up to \$299,999	nil
\$300,000 to \$499,999	7.5%
\$500,000 to \$999,999	12.5%
\$1,000,000 plus	15%

TPD Premium Rates

The following tables list our standard premium rates per \$1,000 of cover.

Age last birthday	Male Non Smoker	Male Smoker	Female Non Smoker	Female Smoker
<20	0.660	0.990	0.660	0.990
21	0.660	0.990	0.660	0.990
22	0.550	0.880	0.550	0.880
23	0.550	0.770	0.550	0.770
24	0.440	0.550	0.440	0.550
25	0.440	0.550	0.440	0.550
26	0.440	0.660	0.440	0.660
27	0.440	0.660	0.440	0.660
28	0.440	0.660	0.440	0.660
29	0.440	0.660	0.440	0.660
30	0.440	0.660	0.440	0.660
31	0.440	0.770	0.440	0.770
32	0.440	0.770	0.440	0.770
33	0.550	0.880	0.550	0.880
34	0.550	0.880	0.550	0.880
35	0.550	0.990	0.550	0.990
36	0.660	0.990	0.660	0.990
37	0.770	0.990	0.770	0.990
38	0.770	0.990	0.770	0.990
39	0.770	0.990	0.770	0.990
40	0.880	1.210	0.880	1.210
41	0.880	1.210	0.880	1.210
42	0.990	1.320	0.990	1.320
43	1.100	1.430	1.100	1.430
44	1.210	1.430	1.210	1.430
45	1.210	1.870	1.210	1.870
46	1.540	2.090	1.540	2.090
47	1.650	2.420	1.650	2.420
48	1.980	2.750	1.980	2.750
49	2.200	3.190	2.200	3.190
50	2.530	3.630	2.530	3.630
51	2.860	4.180	2.860	4.180
52	3.300	4.730	3.300	4.730
53	3.850	5.500	3.850	5.500
54	4.510	6.380	4.510	6.380

For premium rates beyond age 54, call us on **132 979**.

Trauma Premium Rates

The following tables list our standard premium rates per \$1,000 of cover.

Age last birthday	Male Non Smoker	Male Smoker	Female Non Smoker	Female Smoker
<20	0.935	1.155	1.045	1.100
21	0.935	1.155	1.045	1.100
22	0.935	1.155	1.045	1.100
23	0.935	1.155	1.045	1.100
24	0.935	1.155	1.045	1.100
25	0.935	1.155	1.045	1.100
26	0.935	1.155	1.045	1.100
27	0.935	1.210	1.045	1.155
28	0.935	1.265	1.100	1.265
29	0.935	1.320	1.155	1.375
30	0.990	1.430	1.210	1.540
31	1.100	1.485	1.320	1.705
32	1.210	1.650	1.375	1.925
33	1.265	1.760	1.430	2.145
34	1.320	1.925	1.485	2.310
35	1.375	2.090	1.540	2.530
36	1.430	2.255	1.705	2.695
37	1.540	2.530	1.925	3.025
38	1.650	2.805	2.145	3.355
39	1.760	3.190	2.310	3.740
40	1.925	3.575	2.420	4.070
41	2.145	4.015	2.585	4.400
42	2.475	4.620	2.860	4.950
43	2.860	5.225	3.190	5.445
44	3.245	5.885	3.520	5.830
45	3.630	6.600	3.795	6.160
46	4.015	7.480	4.070	6.545
47	4.345	8.415	4.345	7.205
48	4.840	9.405	4.675	7.920
49	5.390	10.450	5.005	8.470
50	5.995	11.660	5.335	9.405
51	6.655	13.145	5.665	10.175
52	7.370	14.740	5.995	11.220
53	8.140	16.555	6.325	12.375
54	8.965	18.480	6.655	13.420

For premium rates beyond age 54, call us on **132 979**.

Trauma Plus Premium Rates

The following tables list our standard premium rates per \$1,000 of cover.

Age last birthday	Male Non Smoker	Male Smoker	Female Non Smoker	Female Smoker
<20	1.210	1.595	1.265	1.375
21	1.210	1.595	1.265	1.375
22	1.210	1.595	1.265	1.375
23	1.210	1.595	1.265	1.375
24	1.210	1.595	1.265	1.375
25	1.210	1.595	1.265	1.375
26	1.210	1.595	1.265	1.375
27	1.210	1.650	1.265	1.375
28	1.210	1.650	1.265	1.430
29	1.210	1.650	1.320	1.540
30	1.210	1.760	1.375	1.705
31	1.375	1.815	1.485	1.870
32	1.485	1.980	1.540	2.145
33	1.485	2.035	1.595	2.365
34	1.540	2.200	1.650	2.530
35	1.540	2.365	1.705	2.750
36	1.595	2.475	1.870	2.915
37	1.705	2.805	2.090	3.300
38	1.815	3.025	2.365	3.630
39	1.925	3.410	2.530	4.070
40	2.090	3.850	2.640	4.400
41	2.365	4.290	2.805	4.730
42	2.695	4.950	3.135	5.335
43	3.135	5.610	3.465	5.885
44	3.575	6.325	3.905	6.380
45	4.015	7.095	4.290	6.875
46	4.510	8.085	4.620	7.370
47	4.895	9.185	5.060	8.250
48	5.500	10.340	5.555	9.295
49	6.215	11.550	6.105	10.120
50	6.985	12.980	6.710	11.550
51	7.865	14.850	7.370	12.870
52	8.965	16.940	8.030	14.575
53	10.065	19.250	8.745	16.500
54	11.330	21.780	9.460	18.315

For premium rates beyond age 54, call us on **132 979**.

Premium worksheet

You can estimate the cost of your cover by completing the premium worksheet below. The actual cost will depend on the information you tell us in your application. NOTE: Discounts apply for sums insured of \$300,000 and over for death cover. If you would like help obtaining a premium quote, please call us on **132 979**.

Our example

Male age 35, non-smoker. Requires death cover of \$250,000 and trauma cover of \$150,000.

Cover				Premiums		
Death cover		Rate per \$1,000 from Premium Rate table	Policy fee	Annual Premium		Monthly Premium
\$250,000	$\div 1,000 = \$250$	$\times 0.880$	$= \$220 + \$49.50 =$	\$269.50	$\div 11 =$	\$24.50
Trauma cover				+		+
\$150,000	$\div 1,000 = \$150$	$\times 1.375$	$n/a =$	\$206.25	$\div 11 =$	\$18.75
Total estimated premium for the death and trauma benefit				\$475.75	$\div 11 =$	\$43.25

Enter your needs to estimate your premium.

Cover				Premiums		
Death cover		Rate per \$1,000 from Premium Rate table	Policy fee	Annual Premium		Monthly Premium
\$	$\div 1,000 = \$$	\times	$= \$ + \$49.50 =$	\$	$\div 11 =$	\$
Trauma or TPD cover				+		+
\$	$\div 1,000 = \$$	\times	$n/a =$	\$	$\div 11 =$	\$
Total estimated premium for the death and trauma benefit				\$	$\div 11 =$	\$

You choose how to pay

You can pay your premium either monthly or yearly. If you choose to pay monthly, you can have premiums deducted from your credit card or other nominated account with a financial institution. If you choose to pay yearly – and you will save money by doing so (the yearly premium is equal to 11 times the monthly premium) – you can pay by cheque, credit card or nominated account with a financial institution.

Your cover increases with inflation

Your cover is automatically increased yearly in line with inflation until either the Life Insured turns 65 or your cover reaches our Indexation maximum of \$1 million. Your premiums will also increase in line with the increased cover.

If we decide to increase our Indexation maximum in the future, we will advise you in writing at the next Policy renewal subsequent to the increase.

However, if at any time you do not want this increase in cover, you can maintain your cover at the same level as the current year by contacting us before the Policy Anniversary.

Can we increase our premium rates?

Premium rates are not guaranteed and we reserve the right to review our rates at any time. Any changes to our standard rates will apply to all ClearView Term Life Insurance Policies in a defined group, we will not single you out for a premium increase. If we need to change our rates, you will be given 30 days notice in writing.

Any applicable new or increased government taxes or charges (including stamp duty) will be passed on to you.

What will happen if you stop paying your premium?

To ensure your Policy remains in force you must pay your premium.

If you don't pay your premium within 30 days of the due date, we will write to you explaining how we can cancel your Policy. If we cancel your Policy all cover will cease and you will not be able to make a claim for an event which occurs after the date the cover ceases.

You may be able to reinstate your Policy after it is cancelled, subject to our approval and the payment of outstanding premiums. You must tell us in writing about any event that could influence our decision to reinstate your Policy. This may involve a reassessment of the Life Insured's personal circumstances in a new application to be made at the time.

We are not obliged to reinstate a Policy.

What are the tax implications?

Generally premiums are not tax deductible and benefits are free of personal tax. This is a general statement based on the continuance of taxation laws and their interpretation that were current at the date this document was prepared. You should seek advice from a suitably qualified taxation professional, in relation to your particular circumstances.

Making a claim on your Policy

At ClearView we pride ourselves on handling claims as quickly and sensitively as possible. As it can be an extremely difficult time for those involved, we do everything to make the process as straightforward as it can be.

Please notify us as soon as practicable of your intention to make a claim – either by calling or writing to us – you will find the details on the back of this PDS. The documents we require will vary, depending on the type of claim, and we will let you know what they are at that time.

Under the terms of life insurance Policies, we must pay the proceeds of any successful claim to the Policy Owner(s).

However, where the Policy Certificate lists a person or people as “Nominated Beneficiaries”, the Death Benefit will be paid to those beneficiaries listed on the latest Policy Certificate who are alive on the date the Life Insured dies.

The Death Benefit will be paid to those nominated beneficiaries in the proportions we agreed with you in writing. If proportions have not been agreed with you, we will pay the benefit in equal proportions.

Where there are no nominated beneficiaries and Life Insured is the sole Policy Owner, the payment of claims proceeds will then be paid to the estate of the Life Insured.

In terms of the speed with which claims proceeds will ultimately be paid to your loved ones or your estate (as the case may be), Policy Ownership, beneficiary nomination, and the existence of a valid Will all have important implications, and you should consider these matters. If you would like more information, please call us on **02 8095 1503**.

Additional information

When does cover start?

We will start processing your ClearView Term Life Insurance application once we receive your completed application form and premium payment or completed payment authority. We may have to ask some further questions or ask the Life Insured to do a medical test. If we accept your application we will write to welcome you, and inform you that your cover has started, by issuing a Policy document and Policy Certificate.

These documents form the contract between you and us. They are important legal documents and you should read them carefully. They will explain how your Policy operates, the amount of cover, when the Policy is issued and the premium you need to pay for the first year.

We will also send you a notice each year telling you about your cover and premium for the coming year.

Cooling-off period

If you decide that this Policy does not meet your needs for any reason, you can cancel the Policy by notifying us in writing.

You have 14 days starting on the earlier of:

- the date you receive your Policy document and your Policy Certificate; and

- five business days after the date your Policy becomes effective.

This is known as the cooling-off period. Within this period you may cancel the Policy by simply sending it back to us, with a request to cancel it and we will refund any premiums you have paid.

You will not be able to cancel your Policy under the cooling-off period provision if you have exercised any rights under it, for example, you have made a claim under your Policy.

Can the cover be increased?

Yes. You can also apply at any time to increase your cover, up to the Life Insured's 65th birthday for Death Cover, and up to the Life Insured's 55th birthday for TPD, Trauma or Trauma Plus cover.

We will ask for current information about the Life Insured's health, occupation and lifestyle pursuits so we can process your application quickly. If you want to change your cover up or down, call us on **132 979** and we will help you.

When does cover cease?

Cover will cease when the first of the following occurs:

- the death of the Life Insured;
- the Terminal Illness of the Life Insured (unless cover for the Death Benefit is higher than for the Terminal Illness Benefit. In this case, cover for the balance of the Death Benefit will continue);
- the expiry date for that cover;
- the date we cancel your Policy because premiums remain unpaid;
- the date we cancel your Policy following your written request; or
- a benefit for that type of cover becomes payable.

The expiry date for cover for the:

- Trauma Benefit;
- Trauma Plus Benefit (other than Situation C in the TPD definition); and
- Total and Permanent Disability Benefit (other than Situation C);

is the Policy Anniversary immediately after the Life Insured turns 65 years of age.

The expiry date for cover for:

- Situation C in the TPD definition is the Policy Anniversary immediately after the Life Insured turns 60 years of age;

- the Terminal Illness Benefit is the Policy Anniversary immediately after the Life Insured turns 84 years of age;
- the Death Benefit is the Policy Anniversary immediately after the Life Insured turns 85 years of age.

Note that there are different dates for the cessation of cover for Situation A, Situation B and Situation C in the TPD definition.

If you have selected the Trauma Plus Benefit or the Total and Permanent Disablement Benefit, cover for Situation C will cease earlier than other insured events.

When all cover ceases, this Policy expires.

If you have a complaint

At ClearView Life Assurance Limited, customer satisfaction is very important to us. Should you be dissatisfied with our service or product please let us know by telephoning **132 979**, or please write to the following address:

Complaints Manager
ClearView Life Assurance Limited
Reply Paid 4232
Sydney NSW 2001

We will address your complaint within 45 days (or within any extended period you approve). If you are not satisfied with our response, you may contact the Financial Ombudsman Service on **1300 780 808** between 9am and 5pm (Melbourne time) Monday to Friday. Alternatively you may visit their website at **www.fos.org.au** or write to them at the address below. This service is provided to you free of charge.

**The Manager
Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001**

Your duty of disclosure

Before you enter into a contract of life insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of the insurance and if so on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of life insurance. Your duty does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that the insurer knows, or in the ordinary course of business ought to know; or
- as to which compliance with your duty is waived by the insurer.

Your Duty of Disclosure continues until the contract of life insurance has been accepted by the insurer and confirmation in writing has been issued.

Non disclosure

If you fail to comply with your Duty of Disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it.

If your non disclosure is fraudulent, the insurer may avoid the contract at any time.

Any insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but to reduce the sum you have been insured for, in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

Privacy and your personal information

We are committed to ensuring the confidentiality and security of your personal information including sensitive information. All personal information will be handled in accordance with the Privacy Act.

Collection, use and disclosure of your personal information

We need to collect, use and disclose your personal information including sensitive information or that of the Life Insured (if not you) in order to consider your application and to provide the cover you have chosen, administer the Policy and assess any claim. You or the Life Insured can choose not to provide us with some or all of your personal information including sensitive information, but this may affect our ability to provide the cover.

By providing your personal information including sensitive information or that of the Life Insured you and the Life Insured acknowledge and declare that, and consent to the following:

- we can collect and use your personal information including sensitive information for the following purposes: to assess any application; underwrite; price and issue any Policy; calculate or offer benefits and

discounts; administer the Policy; to investigate, assess and pay any claim;

- for these purposes we can collect your personal information including sensitive information or that of the Life Insured from, and disclose it on a confidential basis to: our related entities; outsource providers; government departments and agencies; investigators; lawyers; advisers; medical and health service providers; reinsurers; other insurers; anyone acting on our behalf; and the agent of any of these; and
- where you provide personal information including sensitive information to us about another person, you are authorised to provide their information to us, and that you will inform that person who we are, how we use and disclose their information, and that they can gain access to that information (unless doing so would pose a serious threat to the life or health of any individual).

Further information on how we handle your personal information is explained in our Information Handling Policy, including how you can access your personal information. If you would like a copy of our Information Handling Policy or have any questions regarding privacy, please call us on **1800 357 727**.

Marketing

We are committed to providing you with access to a range of leading products and services.

In order to do this we will use your personal information to offer you other products and services. We may disclose your personal information on a confidential basis to our related entities within ClearView so that they can also offer you products and services.

By providing your personal information to us you acknowledge that, and consent to:

- us collecting and using your personal information to contact you for market research and to provide you information and offers about products and services offered by us, our related entities within ClearView, and other organisations whose products and services we promote;
- us disclosing your personal information on a confidential basis for these marketing purposes to our related entities and to any agent of them; and
- you informing us if you do not want your personal information to be used, or disclosed for these marketing purposes, by telephoning **1800 357 727**.

Service Agreement summary for direct debit arrangements

This is a summary of the Service Agreement that applies to premium deductions from an account with a financial institution. We will send you a copy of the full service agreement together with your Policy documentation.

Note that Direct Debits are not available on all accounts. Please check with your financial institution if you are unsure whether Direct Debits can be made from your account.

Your rights

You can cancel our authority to make deductions from your account by writing to us at least 14 business days before the next deduction is due to be made.

This applies if you want to cancel a single deduction, all future deductions or have closed your account.

If you believe a deduction has been made incorrectly, please call us immediately on **132 979**. We may ask you to confirm details of the deduction in writing.

Your obligations

It is your responsibility to make sure the account details you have given to us are correct and there are sufficient available funds in the nominated account so that premium deductions can be made when due.

Your financial institution and we may charge you a fee if the account details are incorrect or there are insufficient funds available in the account when we attempt to deduct premiums. To allow your Policy to provide cover, we must receive premiums by the due dates. If direct debiting fails, you must arrange for the premium to be paid by another method.

Our commitment to you

We will only make deductions from your account according to the Service Agreement, your Direct Debit Request and your Policy document. Premium deductions from your account will be made on or around the premium due dates unless these dates are on a weekend or a public holiday. In these cases, we will normally make the deductions on the previous or the next business day.

We will not change the amount of the deductions unless we have given you 14 days prior notice.

We will promptly respond to any concerns you may have about amounts deducted from your account.

Definitions

‘Death Benefit’ means the Death Benefit stated in the Policy Certificate.

‘Indexation’ is the process of increasing cover and/or the policy fee by any percentage increase in the consumer price index. “Indexed” has a corresponding meaning.

‘Injury’ means a physical injury which is caused solely and directly by visible, violent, external and accidental means while this Policy is in force.

‘Life Insured’ means the person named in the Policy Certificate as the Life Insured.

‘Medical Practitioner’ means a person acceptable by us who is qualified, registered and practising in Australia as a Medical Practitioner, other than:

- you;
- the Life Insured;
- a member of the Life Insured’s or your immediate family;
- your business associate; or
- the Life Insured’s business associate.

We may also accept a person with similar qualifications who is registered and practising as a Medical Practitioner in another country.

‘Permanent Australian Resident’ means the holder of a current valid Australian passport or a person who has been granted a permanent resident visa.

‘Policy’ means the Policy document, the Policy Certificate (as applies from time to time) and any other documents we issue to you at time of acceptance of cover.

‘Policy Anniversary’ means an anniversary of the Policy Start Date.

‘Policy Certificate’ means the Policy Certificate issued with the Policy or any replacement Policy Certificate we issue or a written notice confirming your cover. If there is any doubt, the cover described in the last written document will apply.

‘Policy Expiry Date’ is the Policy Expiry Date shown on the Policy Certificate.

‘Policy Owner’ means the person named in the Policy Certificate as the Policy Owner.

‘Policy Start Date’ is the Policy Start Date shown on the Policy Certificate.

‘Sickness’ means an illness suffered by the Life Insured where symptoms first became apparent while this Policy is in force.

‘Terminally Ill/Terminal Illness’ means an illness that, in the opinion of an appropriate specialist Medical Practitioner, approved by us, will lead to the death of the Life Insured within twelve months.

‘War or Warlike Activities’ means civil commotion, hostilities, insurrection or

warlike activities whether or not formally declared as war.

‘Total and Permanent Disablement’ – the Life Insured is considered Totally and Permanently Disabled for the purposes of the Policy if, in our opinion, after considering medical and other evidence, he or she fits into any one of these three situations as a result of the Injury or Sickness suffered:

Situation A

The Life Insured has suffered the loss of:

- two hands;
- two feet;
- one hand and one foot;
- sight in both eyes; or
- one hand or foot and the loss of sight in one eye.

Loss of a hand or foot means:

- severance above the wrist or ankle; or
- the permanent loss of use of the hand or foot from the wrist or ankle respectively.

Loss of sight means the permanent loss of all vision.

Situation B

The Life Insured is permanently unable to carry out at least three of these five activities of daily living, even with the use of a machine or equipment, without the ‘hands on’ help of someone else:

Bathing – Washing the body in a bath or shower, or by sponge bath.

Dressing – Putting on and taking off all garments and medically necessary braces or artificial limbs.

Toileting – Using the toilet for personal hygiene.

Mobility – Getting into or out of a bed or chair.

Eating – Eating food once it has been prepared and made available.

Situation C

The Life Insured is unable, as a result of an Injury or sickness, to ever perform any gainful occupation for which he or she is suited by education, training or experience, whether on a full time or part time basis, and has been unable to do so for three consecutive months.

Trauma and Trauma Plus options

‘Cancer’ means the histologically confirmed first diagnosis by a Medical Practitioner specialising in oncology of one or more malignant tumours including leukaemia (other than chronic lymphocytic leukaemia Binet stages A and B or Rai stages 0, i and ii), lymphomas and Hodgkins disease and other malignant bone marrow disorders. Malignant tumours are characterised by the uncontrolled growth and spread of malignant cells and the invasion

and destruction of normal tissue. The following tumours are excluded:

- tumours showing the malignant changes of ‘carcinoma in situ’ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as premalignant;
- melanomas of less than 1.5mm maximum thickness as determined by histological examination or of less than Clark Level 3 depth of invasion;
- all hyperkeratoses or basal cell carcinomas of the skin;
- all squamous cell carcinomas of the skin, unless there has been spread to other organs;
- kaposi’s sarcoma and other tumours associated with HIV infection, AIDS or AIDS related complex;
- prostatic cancers which are histologically described as TNM Classifications T1 (including T1a and T1b) or are of another equivalent or lesser classification; or
- tumours treated by endoscopic procedures alone.

‘Chronic kidney failure’ means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which permanent regular renal dialysis is instituted or renal transplantation is carried out. Temporary renal dialysis for acute and reversible

kidney failure are excluded. The diagnosis must be made by a Medical Practitioner specialising in nephrology or urology.

‘Coronary artery by-pass surgery’

means the first actual undergoing of coronary artery by-pass grafting for the treatment of two or more coronary arteries performed in an open chest operation for the treatment of coronary artery disease where angioplasty is contra-indicated.

Angioplasty, laser or other intra-arterial procedures and non-surgical techniques are excluded from this benefit. The operation must be considered medically necessary by a Medical Practitioner specialising in cardiology.

‘Heart attack (myocardial infarction)’

means the first acute myocardial infarction resulting in the death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. A Medical Practitioner specialising in cardiology must certify that a heart attack has occurred on the basis of:

- (i) confirmatory new electrocardiogram (ECG) changes; and
- (ii) elevation of cardiac enzyme CK-MB; or
- (iii) elevation of Troponin I greater than 2.0 mcg/L or Troponin T greater than 0.6 mcg/L or their equivalent.

If the above is inconclusive, we will consider a claim based on any other medical evidence satisfactory to us which demonstrates that myocardial damage has occurred to at least the same degree of severity as would be evidenced by the medical evidence required under parts (i), (ii), (iii).

Other causes of heart failure, angina pectoris or non-cardiac chest pain are excluded.

‘Major head trauma’ means accidental head Injury resulting in neurological deficit causing significant functional impairment lasting at least six weeks, and likely to persist, as certified by a Medical Practitioner specialising in neurology. Significant means at least 25% impairment of whole person function.

‘Multiple sclerosis’ means a disease characterised by demyelination in the brain and spinal cord. The diagnosis of advanced multiple sclerosis has to be unequivocal and made by a Medical Practitioner specialising in neurology on the basis of confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, evoked auditory responses, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system. Advanced means more than one episode of well-defined neurological deficit with persisting neurological abnormalities

with at least 25% permanent impairment of whole person function.

‘Stroke’ means the first occurrence of a cerebrovascular accident or incident producing neurological deficit resulting in permanent and significant functional impairment (where significant means at least 25% loss of functional use). This includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage, embolisation from an extracranial source, but excluding transient ischaemic attacks, reversible ischaemic neurological deficit, vascular disease affecting the eye or optic nerve and cerebral symptoms due to migraine. The diagnosis must be made by a Medical Practitioner specialising in neurology.

Enquiries: **132 979**

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